

Lawns Unlimited, Ltd.**Pay Day Date**

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 69

Watson, Debra S

EMPLOYEE 70

Westog, John T

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			108.28			0.00
Salary			0.00			0.00
Hourly Rate 1	250.16	10.00	2,501.60	884.27	12.00	10,611.24
Hourly Rate 2	3.05	15.00	45.75		18.00	0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,655.63			10,611.24
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,655.63			10,611.24
Taxes Withheld						
Federal Tax Withholding			-92.50			-683.00
Medicare Employee			-38.51			-153.86
Social Security Employee			-164.65			-657.90
DE - Withholding			-28.70			-62.71
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-324.36			-1,557.47
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,331.27			9,053.77
Employer Taxes and Contributions						
Federal Unemployment			21.25			56.00
Medicare Company			38.51			153.86
Social Security Company			164.65			657.90
DE - Unemployment Company			7.97			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			232.38			893.26

W30B

1 letter? After? Was the letter written after
2 plaintiff left the message stating her daughter's
3 birth?

4 A. I don't remember the exact date. When it was
5 produced. But I remember that we had to do something
6 because you did not correspond with us. It was the
7 end of the year. We had taxes. We had a lot -- as
8 being the office manager, you know how important it is
9 to have everything taken care of before the end of the
10 year. We had questions. Jeanne had questions. We
11 just buried her mom. She was -- it was just a very
12 traumatic time for her. And then, with this on top of
13 it, it was just a lot of things that needed to be done
14 that fell on Jeanne's shoulders because we couldn't
15 correspond with you.

16 Q. Why was the termination letter sent to
17 plaintiff three weeks after the effective date of the
18 termination?

19 A. Because that's the last day that you worked.

20 Q. Did you call the plaintiff after writing the
21 termination letter?

22 MS. DiBIANCA: We should probably say the
23 exhibit number so it's clear on the record, at least
24 just once.



1 BY MS. BUTZ:

2 Q. Okay. How do you know she was not lying?

3 A. About what?

4 Q. About plaintiff not returning?

5 A. To work?

6 Q. Yes.

7 A. Because we didn't get any correspondence back
8 from you. You were the office manager. We had
9 questions. We had a business to run. And you shut
10 everything down. You shut us down, period.

11 Q. Did this individual have anything to gain from
12 you firing plaintiff?

13 MS. DiBIANCA: Who are we talking about.

14 MS. BUTZ: Debby Watson.

15 MS. DiBIANCA: I'm sorry. You have to say
16 when you switch people.

17 A. What was your question again?

18 BY MS. BUTZ:

19 Q. Did Debby Watson have anything to gain from you
20 firing plaintiff?

21 A. Not at all. That wasn't our intent.

22 Q. So Ms. Watson was not promoted to office
23 manager?

24 MS. DiBIANCA: Again, you're stating



MISCELLANEOUS EXPENSE CLAIM DETAIL

Vendor	Reference #	Description	Amount	For Who
Happy Harry's	M1A	Staples	1.99	Lawns Unlimited supplies
U.S. District Court	M1B	Copy Fees	20.00	copy fees
U.S. District Court	M1C	Civil Files	250.00	file fee
USPS	M2A	Postage	3.03	mail to Parcels
Parcels	M3A	Court summons	100.00	hand delivery to L.U. & Eric Howard
USPS	M4A	Postage	5.12	mail to Eric Howard
USPS	M4B	Postage	14.40	mail to U.S. District Court
USPS	M4C	Postage	6.14	mail to U.S. District Court & YCST
USPS	M5A	Postage	14.40	mail to U.S. District Court & YCST
USPS	M5B	Postage	17.22	mail to U.S. District Court & YCST
USPS	M6A	Postage	7.24	mail to U.S. District Court & YCST
Quiznos	M6B	Lunch	18.35	Renee & Mike Butz
Sugar Foot	M7A - M8A	Lunch	17.00	Renee & Mike Butz
USPS	M9A	Postage	6.39	mail to U.S. District Court & YCST
USPS	M9B	Postage	16.25	mail to PA Process Services
USPS	M10A	Postage	5.25	mail to U.S. District Court
USPS	M10B	Postage	0.58	mail to YCST
USPS	M11A	Postage	6.93	mail to U.S. District Court & YCST
Rominger	M12A	Subpeona	100.00	hand delivery to Embassy Suites
USPS	M13A	Postage	5.83	mail to U.S. District Court & YCST
Wilcox & Fetzer	M14A	Deposition	468.72	Ed Fleming
UPS	M15A	Postage	35.04	mail to U.S. District Court & YCST
USPS	M15B	Postage	19.31	mail to U.S. District Court & YCST
Colonial Parking		13 trips x \$2	26.00	Parking
Mileage		75 miles x 13 trips	472.88	trips YCST & court house
Renee		Miscellaneous Costs	600.00	copying, filing, supplies, stamps
Tolls		\$10 x 13 trips	130.00	195 tolls MD to DE and return
		TOTAL	2,368.07	

3

HAPPY HARRY'S
HAPPY HARRY'S
HAPPY HARRY'S
HAPPY HARRY'S
HAPPY HARRY'S

HAPPY HARRY'S LEWES
16864 SAVANNAH ROAD
LEWES, DE 19958
302-644-7840
130880 STAPLES 5000CT 1.99
TAX 0.00 DUE 1.99
CREDIT (1.99)
CHANGE 0.00

VISAC: XXXXXXXXXXXX2213
APPR: 017239
I agree to pay above total amount
according to card issuer agreement.

Cashier: Heather 854 # 186
(REPRINT #1)
Register: REG1 Dec 22 2003 12:13 PM

THANK YOU FOR SHOPPING
HAPPY HARRY'S
Visit our Website www.happy.com

m1A

UNITED STATES
DISTRICT COURT
District of Delaware
Wilm. Division

139972 - RE
July 15, 2005

Code	Case #	Qty	Amount
COPY FEE 1-05-CV-495		40 @	0.50
			20.00 CA

Total-> 20.00

FROM: RENEE BUTTS

m1B

UNITED STATES
DISTRICT COURT
District of Delaware
Wilm. Division

142083 - ED
January 27, 2006

Code	Case #	Qty	Amount
CIVIL FT 1-05-CV-495		1 @	250.00
			250.00 CH

Total-> 250.00

FROM: RENEE BUTZ
CK 2118 THICKOL ELKTON FEDERAL
58 HICKORY DRIVE
NORTH EAST MD 21901

m1C

NEWARK PO
 NEWARK, Delaware
 197119998
 3379300711-0094
 03/22/2006 (800)275-8777 02:30:25 PM

Sales Receipt			
Product Description	Sale Qty	Unit Price	Final Price
EP 6x9 Env - RP	1	\$0.39	\$0.39
DOVER DE 19904 First-Class 1.10 oz. Certified			\$2.40
Label #:	70053110000336956973		
	Issue PVI:		\$3.03
7.80 Ndn Lib/Flag PS Bk	1	\$7.80	\$7.80

Total: \$11.22

Paid by:
 Cash \$50.00
 Change Due: -\$38.78

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.
 Bill#: 1000602924739
 Clerk: 08

— All sales final on stamps and postage. —
 Refunds for guaranteed services only.
 Thank you for your business.
 Customer Copy

M2A

Parcels, Inc.

DELAWARE DOCUMENT RETRIEVAL

Parcels, Inc.

P.O. Box 27
4 East Seventh Street
Wilmington, DE 19899
302-658-9911
800-479-0075
302-658-9164 Fax

Delaware Document Retrieval, Inc.

4 East Seventh Street
Wilmington, DE 19801
302-658-9971
800-343-1742
302-658-9951 Fax

437 Chestnut Street
Lafayette Building
Suite 612
Philadelphia, PA 19106
215-829-0492
888-829-0492
215-829-0679 Fax

Virtual Docket, LLC

103 West Seventh Street
Wilmington, DE 19801
302-427-3908
800-998-2666
302-658-9165 Fax

Copy Facility

105 West Seventh Street
Wilmington, DE 19801
302-658-0900
302-658-6275 Fax

First State**Corporate Services, Inc.**

32 Lookerman Square
Suite 109
Dover, DE 19901
302-736-1777
888-736-6398
302-736-9883 Fax

ParcelsInc.com**VirtualDocket.com**

Renee M Butz
58 Hickory Drive
North East MD 21901

This invoice states that we received a check in the amount of \$100.00.
Check number being 2197.

Thank you for your business.

Parcels, Inc.
32 Lookerman Street Suite 109
Dover DE 19904
302-736-1777

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Account Category:

- ☐ Primary Checking
☐ Secondary Checking
☐ Money Market Checking
☐ Line of Credit
☐ Other _____

Track Your Expenses...

- ☐ Housing & Utilities
☐ Food
☐ Transportation
☐ Medical & Dental
☐ Clothing & Personal
☐ Educational & Recreational
☐ Contributions & Gifts
☐ Credit Payments
☐ Savings & Investments
☐ Other Expenses

TAX DEDUCTIBLE ITEM - ☐

BAL. FOR'D	
ITEM AMOUNT	
BALANCE	
DEPOSIT	
FOR'D	

Memo _____

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20% post-consumer material

M 3A

North East Post Office
NORTH EAST, Maryland
219019998

04/06/2006 2303830534-0097 02:33:15 PM
(410)287-6644

Product Description	Sale Qty	Unit Price	Final Price
EP 10x13 Env - RP	1	\$0.49	\$0.49
GEORGETOWN DE 19947 First-Class			\$0.87
2.80 oz.			
Return Rcpt (Green Card)			\$1.85
Certified			\$2.40
Label #:	70051820000461519162		
Issue PVI:			\$5.12
7.80 Ndn Lv TruBlu PSBk	1	\$7.80	\$7.80
Total:			\$13.41

Paid by:
Cash \$20.00
Change Due: -\$6.59

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.
Bill#: 1000301407143
Clerk: 10

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EB 300432415 US

ORIGINAL POSTAL SERVICE USE ONLY			
PO ZIP Code	Day of Delivery	Postage	
	Mon. Tue. Wed. Thu. Fri. Sat. Sun.	\$	
Date Accepted	Scheduled Date of Delivery	Return Receipt Fee	
	Month Day	\$	
Kil. Day Year	Scheduled Time of Delivery	COD Fee	Insurance Fee
Time Accepted	<input type="checkbox"/> Home <input type="checkbox"/> PM	\$	\$
	Military	Total Postage & Fees	
Rate or Weight	<input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	\$	
	Alpha Country Code	Acceptance Emp. Initials	

FROM: (PLEASE PRINT)

PHONE ()

Elkton Main Post Office
Elkton, Maryland
219219998

04/10/2007 2303830515 -0098 01:31:27 PM
(410)398-4040

Product Description	Sale Qty	Unit Price	Final Price
WILMINGTON DE 19801 Priority Mail			\$4.05
11.30 oz.			
Delivery Confirmation Label #:	03052710000120131451		
Issue PVI:			\$4.55
WILMINGTON DE 19801 First-Class			\$1.59
5.80 oz.			
Issue PVI:			\$1.59
Total:			\$6.14

Paid by:
Visa \$6.14
Account #: XXXXXXXXXXXX5979
Approval #: 806988
Transaction #: 442
23 902860501

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000203207823
Clerk: 18

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Refunds for guaranteed services only.
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DELIVERY (POSTAL USE ONLY)	
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM
Mo. Day	Employee Signature
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM
Mo. Day	Employee Signature
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM
Mo. Day	Employee Signature
CUSTOMER USE ONLY	
<input type="checkbox"/> PAYMENT BY ACCOUNT Express Mail Corporate Acct. No. <input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.	
<input type="checkbox"/> NO DELIVERY Weekend <input type="checkbox"/> Holiday	
Mailing Signature _____	

TO: (PLEASE PRINT)

PHONE ()

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

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Elkton Main Post Office
Elkton, Maryland
219219998
2303830515-0097
(410)398-4040

05/11/2006 12:55:29 PM

Product Description	Sale Qty	Unit Price	Final Price
---------------------	----------	------------	-------------

63c Stamp	1	\$0.63	\$0.63
WILMINGTON DE 19801			\$14.40

Express Mail PO-ADD
4.40 oz.
Label #: EQ606554287US
Next Day 3PM / Normal
Delivery

Issue PVI: \$14.40

.80 Ndn	1	\$7.80	\$7.80
---------	---	--------	--------

Lib/Flag PS

Bk

7.80 Ndn	1	\$7.80	\$7.80
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Lib/Flag PS

Bk

Total: \$30.63

Paid by:

Visa \$30.63

Account # XXXXXXXXXXXX5979

Approval #: 476779

Transaction #: 756

23 902860501

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to
USPS.com/clicknship to print shipping
labels with postage. For other
information call 1-800-ASK-USPS.
Bill#: 1000302421168
Clerk: 05

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M 5A

Elkton Main Post Office
Elkton, Maryland
219219998
2303830515 -0096
(410)398-4040

06/13/2007 01:14:50 PM

Product Description	Sale Qty	Unit Price	Final Price
---------------------	----------	------------	-------------

WILMINGTON DE			\$0.97
19801-0391 Zone-1			
First-Class Large Env			
1.10 oz.			

Issue PVI: \$0.97

WILMINGTON DE 19801			\$16.25
---------------------	--	--	---------

Zone-1 Express Mail

PO-Add Flat Rate

3.40 oz.

Label #: EB479548605US

Next Day 3PM / Normal

Delivery

Issue PVI: \$16.25

Total: \$17.22

Paid by:

Visa \$17.22

Account #: XXXXXXXXXXXX0814

Approval #: 005510

Transaction #: 311

23 902860501

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clicknship
to print shipping labels with postage.
For other information call 1-800-ASK-USPS.

Bill#: 1000403266595

Clerk: 09

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 137 W
 MD
 08/13/07

Transaction Number 15
 JSPS® 232988-9550

1. First-Class Mail® Flat 1.99
 Destination: 19801
 Weight: 0 lb. 8.00 oz.
 Total Cost: 1.99
 Base Rate: 1.99
 Priority Mail® service 5.25
 Destination: 19801
 Weight: 0 lb. 13.80 oz.
 Total Cost: 5.25
 Base Rate: 4.60
 Label #: 0411 9503 2660 2802 2632
 SERVICES
 Delivery Confirmation™ .65

Subtotal 7.24
 Total Charged 7.24
 VISA 7.24

<23-901860098-99>

VISA
 ACCT. NUMBER TRANS # AUTH
 XXXX XXXX XXXX 0814 572 007381

To check on the delivery status of your Delivery Confirmation™ article, visit our Track & Confirm website at www.usps.com, use this Automated Postal Center® (or any Automated Postal Center® at other Postal locations) or call 1-800-222-1811.

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QUIZNOS#5825
 TELL US HOW WE ARE !

ORDER # 01607

RG TRKY RANCH 5.79
 RG PRIME CHZSTK 7.99
 BTL SODA 1.69
 SOBE 1.99
 CHIPS 0.89

EAT-IN

TAX TOTAL \$ 18.35
 TOTAL \$ 0.00
 TOTAL \$ 18.35

VISA \$ 18.35
 CHARGE TIP \$ 0.00
 ACCOUNT# :
 AUTH# :

9259 COUNTER AUG.30,2007
 REG1-AM 12:38

GO TO WWW.TELLQUIZNOS.COM
 OR CALL(800)798 3989
 AND WIN CASH OR GIFT CARDS!

REVERSE.

WIN CASH! SEE REVERSE.

WIN CASH! SEE REVERSE.

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Handwritten: m 6A

29

Delaware National Bank



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Account Details for [REDACTED]

Delaware National Bank - Checking

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CHART

Summary Information

Ledger Balance	[REDACTED]	Ledger Balance as of	09/14/2007
Available Balance	[REDACTED]	Next Statement Date	09/17/2007
Balance as of Last Statement	[REDACTED]	Last Statement Date	08/17/2007
Last Deposit (Excluding online transfers)	[REDACTED]	Last Deposit On	09/14/2007
Interest Accrued this Statement	\$0.00	Interest Paid Year-To-Date	\$0.00
Interest Paid Last Year	\$0.00		
Memo Credits	\$0.00	Memo Debits	\$0.00

Edit Transactions

Advanced Search

Account History

Transactions from 06/19/2007 to 09/17/2007

Go

Transactions for the last 90 days

Go

Post Date	Check Number	Description	Category	Amount
09/14/2007		[REDACTED]	Balance	[REDACTED]
09/14/2007		[REDACTED]	Credit	[REDACTED]
09/06/2007		[REDACTED]	Balance	[REDACTED]
09/06/2007		[REDACTED]	Bank Card Purchase	[REDACTED]
09/05/2007		[REDACTED]	Balance	[REDACTED]
09/05/2007		[REDACTED]	Bank Card Purchase	[REDACTED]
09/05/2007		[REDACTED]	Bank Card Purchase	[REDACTED]
09/05/2007		[REDACTED]	Balance	[REDACTED]
09/04/2007		[REDACTED]	Bank Card Purchase	[REDACTED]
09/04/2007		[REDACTED]	Bank Card Purchase	[REDACTED]
09/04/2007		[REDACTED]	Balance	[REDACTED]
08/31/2007		[REDACTED]	Credit	[REDACTED]
08/31/2007		[REDACTED]	Balance	[REDACTED]
08/30/2007		[REDACTED]		

M7A

37

08/30/2007	CHK CARD PUR 986759 SUGARFOOT SUGARFOOTD WILMINGTON DE	Bank Card Purchase	-\$17.00
08/17/2007	[REDACTED]	Balance	[REDACTED]
08/17/2007	[REDACTED]	Credit	[REDACTED]
08/13/2007	[REDACTED]	Balance	[REDACTED]
08/13/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
08/06/2007	[REDACTED]	Balance	[REDACTED]
08/06/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
08/03/2007	[REDACTED]	Balance	[REDACTED]
08/03/2007	[REDACTED]	Credit	[REDACTED]
07/31/2007	[REDACTED]	Balance	[REDACTED]
07/31/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
07/30/2007	[REDACTED]	Balance	[REDACTED]
07/30/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
07/20/2007	[REDACTED]	Balance	[REDACTED]
07/20/2007	[REDACTED]	Credit	[REDACTED]
07/06/2007	[REDACTED]	Balance	[REDACTED]
07/06/2007	[REDACTED]	Credit	[REDACTED]
06/29/2007	[REDACTED]	Balance	[REDACTED]
06/29/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
06/28/2007	[REDACTED]	Balance	[REDACTED]
06/28/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
06/25/2007	[REDACTED]	Balance	[REDACTED]
06/25/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
06/25/2007	[REDACTED]	Bank Card Purchase	[REDACTED]
06/22/2007	[REDACTED]	Balance	[REDACTED]
06/22/2007	[REDACTED]	Credit	[REDACTED]

< < Back Page 1 of 1 Next >>

QIF

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m 8 A

Elkton Main Post Office
 Elkton, Maryland
 219219998
 2303830515 -0096
 09/11/2007 (410)398-4040 12:40:37 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
WILMINGTON DE 19801			\$4.60
Zone-1 Priority Mail			
4.40 oz.			
Delivery Confirmation			\$0.65
Label #:	03061070000322501312		
=====			
Issue PVI:			\$5.25
WILMINGTON DE 19801			\$1.14
Zone-1 First-Class			
Large Env			
2.40 oz.			
=====			
Issue PVI:			\$1.14
=====			
Total:			\$6.39

Paid by:
 Visa \$6.39
 Account #: XXXXXXXXXXXXX0814
 Approval #: 006058
 Transaction #: 274
 23 902860501

Order stamps at USPS.com/shop or call
 1-800-Stamp24. Go to USPS.com/clicknship
 to print shipping labels with postage.
 For other information call 1-800-ASK-USPS.

Bill#: 1000403375909
 Clerk: 03

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M 9A

Elkton Main Post Office
 Elkton, Maryland
 219219998
 2303830515 -0097
 09/13/2007 (410)398-4040 03:25:51 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
CARLISLE PA 17013			\$16.25
Zone-2 Express Mail			
PO-Add Flat Rate			
2.30 oz.			
Label #:	EB479583709US		
Next Day 3PM / Normal			
Delivery			
=====			
Issue PVI:			\$16.25

Total: \$16.25

Paid by:
 Visa \$16.25
 Account #: XXXXXXXXXXXXX0814
 Approval #: 004447
 Transaction #: 495
 23 902860501

Order stamps at USPS.com/shop or call
 1-800-Stamp24. Go to USPS.com/clicknship
 to print shipping labels with postage.
 For other information call 1-800-ASK-USPS.

Bill#: 1000302870109
 Clerk: 18

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 Refunds for guaranteed services only.
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M 9B

WELCOME TO ***
ELKTON
137 W MAIN ST
ELKTON, MD 21921-9998
09/17/07 01:17PM

WELCOME TO ***
ELKTON
137 W MAIN ST
ELKTON, MD 21921-9998
09/17/07 01:19PM

Transaction Number 23
USPS® # 232988-9550

Transaction Number 25
USPS® # 232988-9550

1. Priority Mail® service 5.25
Destination: 19801
Weight: 0 lb. 3.30 oz.
Total Cost: 5.25
Base Rate: 4.60
Label #: 0411 9503 2660 2802 3158
SERVICES
Delivery Confirmation™ .65

1. First-Class Mail® Letter .58
Destination: 19801
Weight: 0 lb. 1.50 oz.
Total Cost: .58
Base Rate: .58
2. 18 First-Class™ Stamps 7.38

Subtotal 5.25
Total Charged 5.25

Subtotal 7.96
Total Charged 7.96

VISA 5.25

VISA 7.96

<23-901860098-99>

<23-901860098-99>

VISA
ACCT. NUMBER TRANS # AUTH
XXXX XXXX XXXX 5979 215 813173

VISA
ACCT. NUMBER TRANS # AUTH
XXXX XXXX XXXX 5979 216 969304

To check on the delivery status of your Delivery Confirmation™ article, visit our Track & Confirm website at www.usps.com, use this Automated Postal Center® (or any Automated Postal Center® at other Postal locations) or call 1-800-222-1811.

Thanks.
It's a pleasure to serve you.

Thanks.
It's a pleasure to serve you.

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REFUNDS FOR GUARANTEED SERVICES ONLY.

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* Thanks for using the *
* Automated Postal Center®. *
* *
* Enter today to win \$10,000 *
* or \$250 in daily prizes! *
* *
* Visit www.apcsweeps.com *
* and enter this code: *
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* # APCSWEEPS # *
* ##### *
* *
* See website for official rules *
* *
* No Purchase Necessary *
* Sweepstakes ends 10/31/07 *

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* No Purchase Necessary *
* Sweepstakes ends 10/31/07 *

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m 10A

m 10B

Elkton Main Post Office
 Elkton, Maryland
 219219998
 2303830515 -0098
 09/18/2007 (410)398-4040 01:54:47 PM

Sales Receipt		
Product Description	Sale Qty Unit Price	Final Price
WILMINGTON DE 19801 Zone-1 First-Class Large Env 9.30 oz.		\$2.33
Issue PVI:		=====
		\$2.33
WILMINGTON DE 19801 Zone-1 Priority Mail 1 lb. 3.30 oz.		\$4.60
Issue PVI:		=====
		\$4.60
Total:		=====
		\$6.93

Paid by:
 Visa \$6.93
 Account #: XXXXXXXXXXXX5979
 Approval #: 257270
 Transaction #: 269
 23 902860501

Order stamps at USPS.com/shop or call
 1-800-Stamp24. Go to USPS.com/clicknship
 to print shipping labels with postage.
 For other information call 1-800-ASK-USPS.

Bill #: 1000203374409
 Clerk: 03

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

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YOUR OPINION COUNTS

Customer Copy

m11A

StatementSCOTT M BUTZ
RENEE M BUTZDATE OF THIS STATEMENT 09/28/07
DATE OF LAST STATEMENT 08/31/07

PAGE 2

ALL OTHER ACTIVITY

DATE	CREDITS	DEBITS	DESCRIPTION
09/11			QUICKCHECK PURCHASE ON 09-09
			WAL-MART #5450 NORTH EAST MD
09/11			QUICKCHECK PURCHASE ON 09-10
			ROYAL SHINE CAR WASH ELKTON MD
09/11			QUICKCHECK PURCHASE ON 09-10
			PATS PIZZERIA 410-2875050 MD
09/11			QUICKCHECK PURCHASE ON 09-09
			CRITTER BEACH LTD REHOBOTH BEAC DE
09/12			QUICKCHECK PURCHASE ON 09-10
			SUBWAY #32789 ELKTON MD
09/12			QUICKCHECK PURCHASE ON 09-11
			USPS 2303830515 ELKTON MD
09/12			QUICKCHECK PURCHASE ON 09-11
			MAIN STREET CAFE ELKTON MD
09/12			ON-LINE PAYMENT TO DELMARVA POWER
09/13			QUICKCHECK PURCHASE ON 09-12
			COL PRKNG JSTCE CTR Q08 WILMINGTON DE
09/13			QUICKCHECK PURCHASE ON 09-12
			NATIONAL MS SOCIETY 212-486-3240 NY
09/13			QUICKCHECK PURCHASE ON 09-12
			XTREME GAS ELKTON MD
09/14			QUICKCHECK PURCHASE ON 09-13
			MAIN STREET CAFE ELKTON MD
09/14			QUICKCHECK PURCHASE ON 09-12
			MCDONALD'S F0225 NEWARK DE
09/14			QUICKCHECK PURCHASE ON 09-13
			USPS 2303830515 ELKTON MD
09/14			QUICKCHECK PURCHASE ON 09-12
			WAWA #0585 NORTHEAST MD
09/14			QUICKCHECK PURCHASE ON 09-12
			CECIL COUNTY SPCA INC CHESAPEAKE MD
09/17			QUICKCHECK PURCHASE ON 09-13
			ARBYS 6704 Q52 GLASGOW DE
09/17			QUICKCHECK PURCHASE ON 09-15
			BURGER KING #1068 Q07 NEWARK DE
09/17			QUICKCHECK PURCHASE ON 09-14
			WEAVERS DISCOUNT LIQUORS NORTH EAST MD
09/17			QUICKCHECK PURCHASE ON 09-14
			DCMF OF CHRISTIANA CARE NEWARK DE
09/17			QUICKCHECK PURCHASE ON 09-14
			PATS PIZZERIA 410-2875050 MD
09/17			QUICKCHECK PURCHASE ON 09-16
			ROYAL FARMS #96 Q39 NORTH EAST MD
09/17			STAR WITHDRAWAL *ROYAL FARM #96
			NORTHEAST MD
			AMOUNT CONTAINS 2.00 FEE LEVIED BY ATM OWNER
09/18			QUICKCHECK PURCHASE ON 09-17
			YAHOO *SPORTS 866-562-7228 CA
09/19			ATM DEPOSIT AT SUBURBAN PLZ 2WTC
			ON 09/19 AT 17:18
09/19		100.00	QUICKCHECK PURCHASE ON 09-17
			ROMINGER INC 717-9609260 PA
09/21			DEPOSIT - LNH INC PAYROLL
09/21			ON-LINE PAYMENT TO CINGULAR WIRELESS / A
09/21			ON-LINE PAYMENT TO CENTURY 21 MORTGAGE
09/24			QUICKCHECK PURCHASE ON 09/22
			FOOD LION #136 2500 W. PULAS NORTH EAST S MD
09/24			QUICKCHECK PURCHASE ON 09-21
			PATS PIZZERIA NORTH EAST MD
09/24			QUICKCHECK PURCHASE ON 09/22
			BJ'S WHOLESALE BJ's Wholesale Newark DE
09/25			QUICKCHECK PURCHASE ON 09-24
			LYONS PHARMACY ELKTON MD

----- CONTINUED ON PAGE 3 -----

m 12 A

Elkton Main Post Office
Elkton, Maryland
219219998

2703830515 -0096
09/21/2007 (410)398-4040 04:39:16 PM

Product Description	Sale Qty	Unit Price	Final Price
---------------------	----------	------------	-------------

WILMINGTON DE 19801			\$4.60
---------------------	--	--	--------

Zone-1 Priority Mail

3.60 oz.

Delivery Confirmation

Label #: 03061070000322502395 \$0.65

Issue PVI: \$5.25

WILMINGTON DE 19801

Zone-1 First-Class

Letter

1.50 oz.

Issue PVI: \$0.58

Total: \$5.83

Paid by:

Visa

\$5.83

Account #: XXXXXXXXXXXX6516

Approval #: 803146

Transaction #: 402

23 902860501

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clicknsip
to print shipping labels with postage.
For other information call 1-800-ASK-UPS.

Bill #: 1000403389645

Clerk: 09

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M13A

Delaware National Bank



You live in the real world. Your bank should,

Accounts

Transfer Funds

Bill Pay

Stop Payments

Maintenance

Account Summary

Create Nicknames

Charting

Reports

Checking Account Detail

[Click here](#) for a printable version.

Delaware National Bank - Checking *

Go

CHART

Summary Information

Ledger Balance

Available Balance

Balance as of Last Statement

Last Deposit (Excluding online transfers)

Interest Accrued this Statement

Interest Paid Last Year

Memo Credits

Ledger Balance as of

Next Statement Date

Last Statement Date

Last Deposit On

Interest Paid Year-To-Date

Memo Debits

Edit Transactions

Advanced Search

Account History

Transactions 09/25/2007

from

to 10/25/2007

Go

Transactions for the last 30

Go

Post Date

Check Number

Description

Category

Amount

DAILY BALANCE

826

100242 LYONS PHARMACY

CHK CARD PUR 932191 WILCOX&F WILCOX&FETZ
WILMINGTON DE

Bank Card
Purchase

-\$468.72

< < Back Page 1 of 1 Next >>

M 14A

The UPS Store - #1855
560 Peoples Plaza
Newark, DE 19702
(302) 834-1399

11/16/07 01:59 PM

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001 001005 (001) TO \$ 28.78
NDA
Tracking# 1Z01771F0109202268
002 001040 (001) TO \$ 6.26
Ground Commercial
Tracking# 1Z01771F0375871168

SubTotal \$ 35.04

Total \$ 35.04

VISA \$ 35.04

ACCOUNT NUMBER * *****5979

Receipt ID 83367749285689888915 002 Items
CSH: Center Tran: 9803 Reg: 001

Thank you for visiting our store.
Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.

MISA

Elkton Main Post Office
Elkton, Maryland
219219998
2303830515 -0097
4/2008 (410)398-4040 01:20:57 PM

uct ription	Sale Qty	Unit Price	Final Price
INGTON DE 19801			\$2.02
3-1 First-Class			
cel			
30 oz.			=====
			\$2.02
ssue PVI:			\$12.60
.MINGTON DE 19801			
1e-1 Express Mail			
-Add			
.70 oz.			
abel #: EB499068687US			
ext Day 3PM / Normal Delivery			=====
			\$12.60
ssue PVI:			\$1.34
JMMERVILLE SC 29485			
one-4 First-Class			
arcel			
2.00 oz.			\$0.75
Delivery Confirmation			
Label #: 03073330000003183679			\$2.60
Insurance			
Insurance Amount : \$200.00			
Label #: 13072390000007818166			=====
			\$4.69
Issue PVI:			
			\$19.31

Total:

Paid by: \$19.31
Visa
Account #: XXXXXXXXXXXX0814
Approval #: 007457
Transaction #: 616
23 902860501

Order stamps at USPS.com/shop or call
1-800-Stamp24. Go to USPS.com/clicknship
to print shipping labels with postage.
For other information call 1-800-ASK-USPS.

Bill#: 1000303169881
Clerk: 23

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

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RECYCLING ENVELOPE

Take an envelope to recycle your inkjet
cartridge, cell phone or small electronics
free of charge!

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TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

MISB

From: "Lockett Ann (DOI)" <Ann.Lockett@state.de.us>
To: renee@scottbutz.com
Subject: RE: Case DE DOI # 293150 - Renee Butz
Attachments: index.txt

Date: Thursday, September 13, 2007 11:20 AM
HTML | Plain Text | Header | Raw Content

Dear Renee:

Please access our Delaware Insurance law below by clicking on the link. Once you access it the Title 18 Insurance code will appear. From this point click on "Chapter 33" which says "Health Insurance Contracts". Then it will bring you to all the regulations which are in "Chapter 33" from this point click on regulation # 3335 - Which is titled "Newborn Children". This is the regulation outlining coverage is mandatory from the moment of birth to the 30th day of life. At the employers expense even if they don't offer dependent care.

Thanks,

Ann

The message is ready to be sent with the following file or link attachments:

Shortcut to: http://delcode.delaware.gov/title18/c033/index.shtml#P394_41329

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
<>

SIA

§ 3335. Newborn children.

(a) All individual and group health insurance policies providing coverage on an expense-incurred basis, and individual and group service or indemnity-type contracts issued by a nonprofit corporation, which provide coverage for a family member of the insured or subscriber, shall, as to such family members' coverage, also provide that the health insurance benefits applicable for children shall be payable with respect to a newly born child of the insured or subscriber from the moment of birth.

(b) The coverage for newly born children shall consist of coverage for injury or sickness, including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities as well as routine care furnished any infant from the moment of birth.

(c) If payment of a specific premium or subscription fee is required to provide coverage for a child, the policy or contract may require that notification of the birth of a newly born child, and payment of the required premium or fees, must be furnished to the insurer or nonprofit service or indemnity corporation within 31 days after the date of birth in order to have the coverage continued beyond such 31 day period. (59 Del. Laws, c. 529, § 1.)

§ 3336. Midwife services reimbursement.

(a) This section shall apply to every individual policy, contract or certificate issued thereunder, of health or sickness or accident insurance delivered or issued for delivery within the State which meets the requirements of subsection (d) of this section.

(b) This section shall apply to all such policies, contracts, certificates or programs issued, renewed, modified, altered, amended or reissued on or after September 9, 1988.

(c) This section shall apply to all private and public programs for health services and facilities reimbursement, including but not limited to any such reimbursement programs operated by the State.

(d) Whenever an insurance policy, contract or certificate or health services reimbursement program provides for reimbursement for any health care service which is within those areas of practice for which a midwife may be licensed pursuant to § 122 of Title 16 or pursuant to statute in the state where the service is delivered, or for the cost of birthing facilities, the insured or any other person covered by the policy, contract or certificate, or health services or facilities reimbursement program shall be entitled to reimbursement for such service or use of the facilities performed by a duly licensed certified nurse midwife practicing within those areas for which the certified nurse midwife is licensed in the state where the licensed certified nurse midwife is practicing. Whenever such service is performed by a licensed certified nurse midwife and reimbursed by a professional health services plan corporation, the licensed certified nurse midwife shall be granted such rights of participation, plan admission and registration as may be granted by the professional health services plan corporation, to a physician or osteopath performing such a service. When payment is made for health care services performed by a licensed certified nurse midwife, no payment or reimbursement shall be payable to a physician or osteopath for the services performed by the licensed certified nurse midwife.

(e) For the purposes of this section, "midwifery" shall only include those having the following qualifications:

(1) Age of 21 years or older;

S2A

CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

1. Date of this Certificate: 02-09-2004
2. Name of group health plan: LAWNS UNLIMITED, LTD. 021
3. Name of participant ID Number Date Coverage Begun Ended 18 Months of Creditable Coverage
- RENZE M BEAUCHEMIN C0398449*01 11-04-02 12-31-03 N
4. Date waiting period or affiliation period (if any) began: 11-04-02
5. Name and Address of plan administrator or issuer responsible for providing this certificate:
Optimum Choice, Inc.
4 Taft Court
Rockville, MD 20850
6. For further information, call Member Services at (301) 360-8040 or 1-800-331-2102

Statement of HIPAA Portability Rights

IMPORTANT - KEEP THIS CERTIFICATE.

This certificate is evidence of your coverage under this plan. Under a federal law known as the Health Insurance Portability and Accountability Act (HIPAA), you may need evidence of your coverage to reduce a pre-existing condition exclusion period under another plan, to help you get special enrollment in another plan, or to get certain types of individual health coverage even if you have health problems.

Pre-existing condition exclusions.

Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as "pre-existing condition exclusions". A pre-existing condition exclusion can apply only to conditions for which medical advice, diagnosis, care or treatment was recommended or received within six months before your "enrollment date". Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period (typically, your first day of work). In addition, a pre-existing condition exclusion cannot last for more than 12 months after your enrollment date (18 months if you are a late enrollee). Finally, a pre-existing condition exclusion cannot apply to pregnancy and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption or placement for adoption.

If a plan imposes a pre-existing condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. Not all forms of creditable coverage are required to provide certificates like this one. If you do not receive a certificate for past coverage, talk to your new plan administrator.

S3A

You can add up any creditable coverage you have, including the coverage shown on this certificate. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

- > Therefore, once your coverage ends, you should try to obtain alternative coverage as soon as possible to avoid a 63-day break. You may use this certificate as evidence of your creditable coverage to reduce the length of any pre-existing exclusion if you enroll in another plan.

Right to get special enrollment in another plan.

Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption and placement for adoption).

- > Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor.

Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage.

Under HIPAA, if you are an "eligible individual," you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a pre-existing condition exclusion. To be an eligible individual, you must meet the following requirements:

- o You have had coverage for at least 18 months without a break in coverage of 63 days or more;
- o Your most recent coverage was under a group health plan (which can be shown by this certificate);
- o Your group coverage was not terminated because of fraud or nonpayment of premiums;
- o You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
- o You are not eligible for another group health plan, Medicare or Medicaid, and do not have any other health insurance coverage.

The right to buy individual coverage is the same whether you are laid off, fired or quit your job.

- > Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

State flexibility.

This certificate describes minimum HIPAA protection under federal law. States may require insurers and HMOs to provide additional protections to individuals in that state.

For more information.

If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor's (DOL) Employee Benefits Security Administration (EBSA) toll-free at 1-866-444-3272 (for free HIPAA publications ask for publications concerning changes in health care laws). You may also contact the Centers for Medicare and Medicaid Services (CMS) publication hotline at 1-800-633-4227 (ask for "Protecting Your Health Insurance Coverage"). These publications and other useful information are also available on the Internet at: <http://www.dol.gov/ebsa>, the DOL's interactive web pages, Health Elaws, or <http://www.cms.hhs.gov/hipa1>.

54A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,)	
)	
Plaintiff,)	
)	
v.)	Civ. No. 05-495-JJF
)	Judge Joseph J. Farnan Jr.
LAWNS UNLIMITED, LTD. and)	
EDWARD FLEMING,)	Certification of
)	Scott M. Butz
Defendants,)	

I, Scott M. Butz, of full age, certify as follows:

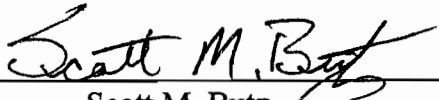
1. I am the spouse of Plaintiff, Renee Butz, and am a citizen of the State of Maryland residing at 58 Hickory Drive, North East, MD 21901. I submit this Certification in support of Plaintiff's opposition to Defendant's Motion for Summary Judgment. I have personal knowledge of the facts set forth below.
2. Renee Butz's pregnancy was high risk due to a low-lying placenta.
3. I was asked by Ed Fleming to provide some technical support for Lawns Unlimited and set up a wireless network for all of the Fleming's family computers at Ed Fleming's home. I was not paid for any of these services that I provided; during a time when I was unemployed.
4. Ed Fleming arranged for me to meet with a person with Intervet, but this was a meeting in the lobby to give him my resume so the resume could be passed on.
5. On December 23, 2003 Renee called me while she was driving to work and told me she thought her water broke. I told her to drive to Beebe since she was five minutes away. She contacted me after meeting with the doctor and told me she lost her mucus plug and was dilated three centimeters. She then decided to drive to work and wait for me to pick her up there. I left work and picked up Renee's mother to drive to Lawns Unlimited to pick Renee and the car up. At approximately 2:00PM, when we arrived at Lawns Unlimited, Ed was leaving. We waived to him while he was on his radio. When we walked

SSA

in, Renee and Debbie were laughing. They told us that Ed radioed to Renee that her ambulance was here. Renee grabbed her toothbrush and toothpaste as we left.

6. Ed Fleming called Renee that evening, I could hear him screaming at Renee and she began to cry. She kept telling Ed that she would return back to work after her maternity leave ended and kept denying Ed's accusations. When the phone call ended, Renee was visibly upset and needed to lie down.
7. On December 24, 2003 Ed called and left a message. Renee called him back. Ed and Renee talked for a few minutes and then I heard Ed screaming at Renee and she started crying uncontrollably. I then grabbed the phone from Renee and tried to have a conversation with Ed. I could not get a word in for quite some time as Ed would not allow me to talk over his yelling. Ed kept yelling at me about what Debbie had told him. I finally had to firmly address Ed to calm down so I could talk about the accusations that he was making. I informed Ed that all information he was given could not be further from the truth. I told him that Renee did not have a job lined up and did not interview with anyone and that Renee would be returning to work for Lawns Unlimited after her maternity leave ended. Ed asked me to give him my word on this and I did. He then told me that he would take Renee's and my word on this and I thought everything was resolved. The conversation ended. Renee sent an email to Ed to confirm that she was officially on maternity leave.

I certify under penalty of perjury, in accordance with 28 U.S.C § 1746, that the forgoing is true and correct.


Scott M. Butz

Date 11-9-07

Dated: November 9, 2007

SLA

1 blank.

2 Q. Did you indicate that your insurance premium
3 was much higher due to pregnancy medical bills?

4 A. Actually the lawyer wrote the letter and I
5 signed it.

6 Q. So you signed something without reading it?

7 A. I guess I didn't read it carefully enough, but
8 I did sign it.

9 Q. So you did not write the termination letter?

10 A. No.

11 Q. I'm sorry?

12 A. No.

13 Q. How would he have gotten the dates?

14 MS. DiBIANCA: How would who have gotten
15 the dates?

16 Q. How would his attorney have gotten the date of
17 the termination for --

18 A. We gave him the dates. I gave him the dates.

19 Q. And how could he come up with a \$23,000 figure?

20 A. I don't know. Maybe I called Beebe hospital on
21 a C-section. I don't know.

22 Q. Did plaintiff's spouse promise you on December
23 24 that plaintiff would be returning to work after
24 maternity leave?





January 7, 2004

Renée Beauchemin Butz
2 Cymbal Court
Newark, De 19702

Via Cert. w/ Return Receipt

RE: Leave of Absence

Dear Renée;

I am writing in regards to your sudden leave of absence wherein you indicated you would be on maternity leave for six (6) weeks. I have several concerns regarding this issue.

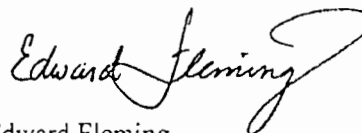
First, you are well aware of our company policy that requires you to have prior written authorization signed by myself before any time off from your duties is permissible. For absences in excess of three (3) days, all employees are required to submit a request at least four (4) weeks prior to your intended date of leave. In accordance with the law, you must provide us with a written doctor's notice indicating that you require such time off. As of this date, you have not provided us with either of the above.

Our greater concern is that you told fellow co-workers, whom are willing to testify, that you never had any intentions of returning at all from your maternity leave. In fact you have sought and apparently accepted employment elsewhere. At this point, I feel I must make a professional employment decision based on information that I have. I have determined that you have terminated your employment with Lawns Unlimited, effective December 23, 2003, when you left the premises cleaning out your desk and taking all of your belongings.

Per conversation with our health insurance representative, your coverage disenrollment date is December 23, 2003. However, provided the insurance company will allow, Lawns Unlimited will extend your health insurance coverage through December 31, 2003. We will pay the premium for that extension on your behalf. I believe your main concern was covering the delivery of the baby. Having had your baby on December 30, 2003, this extension will allow those costs to be covered. Lawns Unlimited has now incurred a much higher premium as a result of your working for us for one (1) year and using the insurance to pay bills estimated to be in excess of \$23,000.00, then leaving the company. Lawns Unlimited has never been in the practice of denying benefits to any employee. However, it is our belief that an employee will do as they say and stay long term with our company. We are disappointed when we see an employee, such as yourself, take advantage of the benefits, hours and overtime, etc. that we offer and abuse those privileges.

We wish you well with your new baby. If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,


Edward Fleming

P2A

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file

Lawns Unlimited Ltd
Lawn & Tree Health Care Specialists

Fax

To: Eric Howard From: Ed / Jeanne Fleming
Fax: 856-7217 Pages: 2
Phone: _____ Date: 1-8-04
Re: _____ CC: _____

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Attached, please find a final draft of
the ^{letter} to Renee Beauchemin Butz. Please
approve & ok for any liability
reasons etc. Also we found out
after talking to you that she did
have her baby Dec. 30th. The
ins. agent was all for us disenrolling
her on Dec. 23rd until we told him she
thought she was on maternity leave
(unapproved, of course) then it gets into
a gray area & they told us to call
the labor dept. Pls. advise. Jeanne

P3A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,)	
)	
Plaintiff,)	
)	
v.)	Civ. No. 05-495-JJF
)	Judge Joseph J. Farnan Jr.
LAWNS UNLIMITED, LTD. and)	
EDWARD FLEMING,)	Certification of
)	Michael L. Butz
Defendants,)	

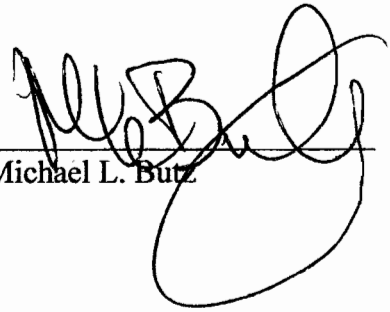
I, Michael L. Butz, of full age, certify as follows:

1. I am the Father-in-Law of Plaintiff, Renee Butz, and am a citizen of the State of Delaware residing at 408 Creek Bend Drive, Newark, DE 19711. I submit this Certification in support of Plaintiff's opposition to Defendant's Motion for Summary Judgment. I have personal knowledge of the facts set forth below.
2. After Plaintiff, Renee Butz, had received the Termination Letter, I tried three times to reach Defendant, Mr. Fleming, to discuss Renee's termination of employment with him, leaving voicemails for him each time. These phone calls were made on January 15, 2004 & two calls on January 19, 2004.
3. After the two calls, Mr. Fleming returned my call and I asked Mr. Fleming if he realized that he was violating the Pregnancy Discrimination Act by firing Renee, a pregnant employee. Mr. Fleming told me that it was his Company and he could do whatever he wanted.
4. I asked Mr. Fleming to reinstate Renee's job and he said he would, but only reinstate her under one condition. I asked him what that condition was and he said that Renee would have to sign an Employment Contract. He said that the Employment Contract would guarantee that Renee would work a certain number of years. I said that I doubted that Renee would sign an Employment Contract and I asked Mr. Fleming if any of his other employees had ever signed Employment Contracts. He said "No".

PYA

5. I asked again if this was the only way Renee's employment would be reinstated and Mr. Fleming told me yes.
6. I told Mr. Fleming that I would present this to Renee and if she was willing to sign an Employment Contract she would call him.
7. Mr. Fleming did not share with me any of his feelings regarding these events or make any statement regarding how devastated he and his wife were from these events either.
8. The entire call did not last more than 5 minutes.

I certify under penalty of perjury, in accordance with 28 U.S.C § 1746, that the foregoing is true and correct.



Michael L. Butz

Date

Dated: November 5, 2007

PSA

502, 511 (1993)). If Defendants meet this burden, Plaintiff must then show that the legitimate reasons offered by Defendants are merely a pretext for discrimination. Id. (citations omitted).

To show pretext, Plaintiff must submit evidence which (1) casts doubt upon the legitimate reason proffered by the employer such that a fact-finder could reasonably conclude that the reason was a fabrication; or (2) would allow the fact-finder to infer that discrimination was more likely than not a motivating or determinative cause of the employee's termination. Id. (citations omitted). Accordingly, to avoid summary judgment, Plaintiff's evidence rebutting the employer's proffered legitimate reasons must allow a fact-finder reasonably to infer that the employer's proffered non-discriminatory reasons was either a post hoc fabrication or otherwise did not actually motivate the employment action (that is, that the proffered reason is a pretext). Id. (citations omitted). It is important to remember that the prima facie case and pretext inquiries often overlap. Id.

Defendants maintain that Plaintiff was terminated because she abandoned her job. Defendants specifically argue that on December 23, 2003, Plaintiff packed her personal belongings and left without telling Mr. or Mrs. Fleming she was going to begin her planned maternity leave. They argue that Plaintiff did not leave her office keys or any instructions for Watson during her

7. Mr. Fleming, who holds the title of President of Lawns, works hands-on in the Field. He also shares the responsibilities for Office employees with his wife.

8. Defendants hired Plaintiff in September 2002 to replace the previous Office Manager.

9. Plaintiff held the position of Office Manager for her entire period of employment.

10. Dina Alderucci was hired after Ms. Schatz left in June 2003.

11. Debbie Watson replaced Ms. Alderucci in November 2003.

12. In the Field, the Foremen are key employees.

13. Mauricio Miranda and Hugo Sanchez have been Lawns' two Foreman.

14. Plaintiff began working at Lawns on September 4, 2002, as a temporary employee with permanent employment as the final goal.

15. Plaintiff became a full-time Lawns employee on October 16, 2002.

16. Defendant terminated Plaintiff effective December 23, 2003.

17. Beginning in approximately October 2003 until the time of her termination, Plaintiff commuted to Defendants' office in Milton from her home in Newark, Delaware.

18. Plaintiff began her new job as a Junior Accountant for the Cecil County Government on March 1, 2004.

19. Plaintiff received a bonus in 2002.

20. Plaintiff did not receive a bonus in 2003.

21. Plaintiff did not receive a pay increase on or after her first anniversary date.

22. Plaintiff received unemployment compensation after her termination from Lawns.

23. There are two full-time Office positions, Office Manager and Office Assistant.

24. Plaintiff announced her pregnancy in approximately April 2003.



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